

THE CITY OF MARIETTA

SOLICITATION FOR PROPOSAL

PROFESSIONAL CONSULTING SERVICES FOR MARIETTA POWER TO PROVIDE AN INDEPENDENT REVIEW OF LOAD FORECASTING, POWER SUPPLY PLANNING AND RETAIL RATE STRUCTURE

RFP-14-034849



**CITY OF MARIETTA
PURCHASING DEPARTMENT
205 Lawrence Street
Marietta, Georgia, 30060
770-794-5257**

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INSTRUCTIONS FOR PROPOSAL SUBMITTAL

ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed proposals from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until 11:00 A.M., Friday, August 9, 2013 for the following:

PROFESSIONAL CONSULTING SERVICES FOR MARIETTA POWER TO PROVIDE AN INDEPENDENT REVIEW OF LOAD FORECASTING, POWER SUPPLY PLANNING AND RETAIL RATE STRUCTURE

RFP-14-034849

All proposal requirements shall be in accordance with Specifications and Requirements Pages S&R-1 – S&R-7.

ARTICLE 2 OPENING LOCATION & TIME

Names of vendors submitting proposals shall be read out loud at 11:00 A.M., Friday, August 9, 2013 at the City of Marietta Purchasing Department, First Floor, 205 Lawrence Street, Marietta, Georgia 30060. A public opening of proposals will not occur at the date and time indicated above. Proposals received will be officially recorded, and this recordation will be made available to the public. All proposals received will be turned over to the evaluation committee for opening, review, deliberation, and recommendation. Negotiations will be conducted in accordance with the procedures described in this solicitation.

ARTICLE 3 PRE-PROPOSAL CONFERENCE

Not applicable to this proposal.

ARTICLE 4 DELIVERY REQUIREMENTS

Any proposals received after the stated time and date shall not be considered. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal. It shall be the sole responsibility of the proposer to have their proposal delivered to the City of Marietta Purchasing Department for receipt on or before the above stated time and date. If a proposal is sent by the U.S. Postal Service, the proposer shall be responsible for its timely delivery to the Purchasing Department. Proposals delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The proposal opening time shall be strictly observed. Under no circumstance shall proposal delivered after the specified time be considered. Such bids will be returned unopened.

ARTICLE 5 CLARIFICATION & ADDENDA

Each proposer shall examine all invitation for proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to proposal shall be made through the City of Marietta, Purchasing Department. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for proposal, the City shall attempt to notify all prospective proposers who have secured the same. However, it shall be the responsibility of each proposer to contact the City of Marietta, Purchasing Department at 770-794-5257, 72 hours prior to proposal due date to determine if any addenda were issued and to make sure such addenda is a part of their proposal. EACH PROPOSER SHALL ACKNOWLEDGE ALL ADDENDA BY SIGNING A COPY ADDENDA RECEIVED AND ATTACHING WITH PROPOSAL.

ARTICLE 6 USE AND CLARIFICATION OF SPECIFICATIONS

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the proposer is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Department. Such request shall be in writing and shall be made not less than seventy-two (72) hours prior to the time scheduled for the termination of proposal. Interpretations in response to inquiries for any proposer, clarifications or corrections issued in the form of addenda shall be mailed to each proposer. If the proposer fails to request clarification regarding methods of performing work or the material required, his proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

ARTICLE 7 BUSINESS LICENSE

The proposer shall provide appropriate proof of a current Business License.

ARTICLE 8 SEALED & MARKED

**EIGHT (8) SIGNED COPIES OF YOUR PROPOSAL SHALL BE SUBMITTED
IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:**

**REQUEST FOR PROPOSAL
NO. RFP-14-034849**

**PROFESSIONAL CONSULTING SERVICES FOR MARIETTA POWER TO
PROVIDE AN INDEPENDENT REVIEW OF LOAD FORECASTING, POWER
SUPPLY PLANNING AND RETAIL RATE STRUCTURE**

and addressed to:

**City of Marietta, Purchasing Department
205 Lawrence Street
Marietta, Georgia 30060
Attention: Rick Churbock, CPPB,
Purchasing Agent III**

ARTICLE 9 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone of the respective proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal.

ARTICLE 10 PROPOSAL EXPENSES

All expenses for making proposals to the City are to be borne by the proposer.

ARTICLE 11 IRREVOCABLE OFFER

Any proposal may be withdrawn up until the date and time set above for the opening of proposal. Any proposal not withdrawn shall, upon opening, constitute an irrevocable offer for a period of one-hundred twenty (120) days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Proposal modifications shall be accepted from a proposer only if received prior to the scheduled proposal opening, in writing, properly signed by the authorized representative of the proposer's (company, firm, partnership, individual). Proposal modifications shall be submitted as referenced in Article No. 8 and clearly marked "PROPOSAL MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 12 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all proposals, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-proposal. The City reserves the right to accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirements of the City

For each item or for all items combined, the proposal of the lowest, responsible and responsive proposer shall be accepted, unless all proposals are rejected. The lowest responsive proposer shall mean the proposer who makes the lowest proposal to sell goods and/or services of a quality which conforms closest to the quality of goods/and or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for proposal. To be a responsible proposer, the proposer shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any proposer to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 13 APPLICABLE LAWS

Proposers shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 14 CODE OF ETHICS

With respect to this proposal, if any proposer violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for goods or services for the City of Marietta.

ARTICLE 15 COLLUSION

By offering a submission to this invitation for proposal, the proposer certifies that the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his/her own organization, that in connection with this proposal:

- 15.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor;
- 15.2 Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and shall not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other PROPOSER or to any competitor;
- 15.3 No attempt has been made or shall be made by the PROPOSER to induce any other person or firm to submit a proposal for the purpose of restricting competition;
- 15.4 The only person or persons interested in this proposal, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his proposal or in the contract to be entered into; and
- 15.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 16 CONTRACT FORMS

Any agreement, contract or Purchase Order resulting from the acceptance of a proposal shall be on forms provided by the City. Each proposer shall state in his proposal, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 17 NOTICE OF ACCEPTANCE

The contract shall be deemed as having been awarded when the formal notice of acceptance/contract is issued to the Contractor(s). After award and acceptance the successful Contractor(s) may be posted at the Marietta Purchasing website.

ARTICLE 18 PROPOSAL FORMS, VARIANCES, ALTERNATES

Proposals shall be submitted on attached City forms. *PROPOSERS SHALL SUBMIT PROPOSAL DOCUMENTS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS PROPOSAL BASED ON THE REQUIRED COPIES REQUESTED IN ARTICLE 8 WITH ORIGINAL SIGNATURES WHERE APPLICABLE.*

Proposers shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **“EXHIBIT A”** Providing there has been no variances/exceptions or alterations attached to said proposal, it shall be assumed that the proposer is meeting all requirement of the specifications. Alternate proposals may or may not be considered at the sole discretion of the City.

ARTICLE 19 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. The City of Marietta does not intend to imply that a proposer has no independent tax liability.

ARTICLE 20 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

INSURANCE, INDEMNIFICATION, AND LIABILITY

A. INSURANCE

I. Workmen's Compensation Insurance	Statutory
-------------------------------------	-----------

Bodily Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage	\$500,000 per person
	\$500,000 annual aggregate

**\$500,000 combined single
limit**

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

ARTICLE 22 BID GUARANTEE

The City of Marietta shall request the following:

22.1 BID BOND: NONE REQUIRED

22.2 PERFORMANCE BOND: NONE REQUIRED

22.3 PAYMENT BOND: NONE REQUIRED

ARTICLE. 23 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

ARTICLE 24 DRUG FREE WORKPLACE

The City of Marietta is a DRUG FREE WORKPLACE. It is required that the attached Drug Free Workplace Form (Exhibit B) be signed and returned to this office with the proposal. In the event of a tie proposal, receipt of a valid and accurate form may be used as basis for awarding the contract.

ARTICLE 25 WORK AUTHORIZATION PROGRAM

Contractor affidavit and agreement and subcontractor affidavit and agreement are attached (Exhibit C) it is required that these forms be signed and returned to this office with the proposal.

EXHIBIT A

ALTERATIONS /EXCEPTIONS

SPECIAL INSTRUCTION: ALL ITEMS SHALL BE TYPED OR PRINTED

EXHIBIT B

Drug Free Work Place Certification

Identical Tie Proposals - Preference shall be given to businesses with drug-free workplace program. Whenever two or more proposals which equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie proposals shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under proposal a copy of the statement specified in the subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

AUTHORIZED SIGNATURE

EXHIBIT C

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT D

SPECIFICATIONS AND REQUIREMENTS

FOR

**PROFESSIONAL CONSULTING SERVICES FOR MARIETTA POWER TO
PROVIDE AN INDEPENDENT REVIEW OF LOAD FORECASTING,
POWER SUPPLY PLANNING AND RETAIL RATE STRUCTURE**

PROPOSAL NO. RFP-14-034849

The City of Marietta/Marietta Board of Lights and Water (City/BLW) is soliciting proposals from qualified professional consulting firms to provide an independent review of load forecasting, power supply planning, and retail rate structure. It is the intention of the City/BLW to enter into a Professional Services Agreement (PSA) with one or more selected consulting firms (Consultant). The PSA will serve as a master agreement for the City/BLW to obtain professional consulting services on an as needed basis.

The City/BLW invites qualified firms or individuals to submit a proposal with their qualifications for consideration.

GENERAL DESCRIPTION OF SERVICES

The selected Consultant(s) will be responsible for providing an independent review of load forecast, power supply and retail rates.

I. Load Forecast Review

Evaluate assumptions, methodologies, and outputs of the load forecast developed by the City/BLW. Investigate Marietta local economic and demographic information that may impact load growth or the potential for loss of load. Assess the strengths and weaknesses of the forecast, focusing on issues such as:

- a. The factors driving the forecast and their quantification methodology as utilized in the City/BLW's model(s)
- b. The sources of key forecast inputs and assumptions
- c. The impact of the City being "land-locked"
- d. The impacts associated with the economic recession and recovery
- e. The high proportion of the residential multi-family accounts
- f. The impacts of federal lighting standards
- g. Changes in electric appliance market shares and efficiencies

Provide an opinion of whether the current Marietta Power load forecast is likely to be conservative, aggressive, or in line with our expectations given the review conducted.

Provide a written summary and a set of presentation slides as deliverable of the load forecast review.

II. Power Supply Review

Review Marietta Power's wholesale supply arrangements and provide an independent assessment of priorities and needs going forward.

- a. Address the nature of the need for existing resource allocations and whether or not sales of power to third parties or relinquishment of existing purchased power rights may be in order, due to the possibility of a flat or declining load projection.
 - b. Develop a long term projection of capacity needs or surpluses, given existing committed capacity resources and the reviewed load forecast.
 - c. Assess the existing resource entitlements in terms of cost, fuel, term, environment exposure, technology diversity, and other factors, and advise Marietta Power staff as to the nature of the potential needs and the high-level impacts associated with the proposed sales of base load power and the possible relinquishment of the SEPA hydro allocation.
 - d. Assess the range of costs associated with various fuel cost forecasts and the variability of the other relevant factors, and advise Marietta Power staff with regard to the impact of possible environmental regulations and other industry-related risks.
- Deliverables from this portion will be a written review of providing observations as outlined above. If detailed feasibility studies and/or recommendations are needed to support decisions to sell power to third parties or relinquish rights to existing resource entitlements, those studies/recommendations can be provided with additional scope and budget.

III. Retail Rates Review

Review Marietta Power's current retail rates, with a focus on evaluating the current rate structures.

- a. Marietta Power has not restructured the base rates since 1988. Therefore, the review should be focusing on "modernizing" the rates based on current industry trends and best practices.
- b. Marietta Power's current rates recover appropriate level of revenues; hence the analysis pertaining to revenue requirements or changes to rates that would produce higher or lower overall annual revenues than current rates may not be necessary.
- c. Provide information on potential alternative rate structure including the strengths and weaknesses of such alternatives.
- d. Provide the impact that structural rate changes will have on typical customer bills at various usage levels.

Deliverables from this portion will be a written summary and set of presentation slides as the summarization of the retail rate review.

PROJECT TIMELINE

Due to the time-sensitive nature of the decisions Marietta Power will have to make in regard to the sales of base load power and potential relinquishment of the SEPA hydro allocation, the completion of the reviews should adhere to the following schedules:

Load forecast review	September 1, 2013
Power supply review	October 1, 2013
Retail rate review	December 1, 2013

PROPOSAL FORMAT

All responses to this Request for Proposal (RFP) shall follow the format described below. Proposals should provide a concise description of the firm's capabilities to satisfy the requirements of the RFP. Submittals shall not contain more than twenty (20) one-sided pages, not including the cover letter or resumes.

Cover Letter

Shall include Company Name, address, contact name, telephone number, facsimile number, how long in business, disclose whether it or any team members have ever had a voluntary or involuntary Bankruptcy Petition. The firm should similarly disclose whether or not it or any team member are in default on any loan agreement or financing agreement with any bank, financial institution or other entity. List all team members if firm is not completing all phases.

Organizational Description

Provide a brief description of the organization with emphasis on local resources. Include a similar description of all subcontractors. Indicate the breadth of capabilities that can be provided by the Firm and what services or disciplines are either to be performed via subcontractors, or not included. Describe what percent of work is municipal or government related. Specify how long the local office (Metro Atlanta) has been in existence.

Project Team

Provide an organizational chart and corresponding information regarding the individuals that may be assigned to this project, including subcontractor members. Include the names of the individuals responsible for each phase of the project. Describe relevant qualifications and their role and experience in applying their discipline to a government design-project. Illustrate any familiarity with Marietta Power's system and projects. Enclose brief resumes of personnel assigned to this project. Comment on the Project Team's capability to take on additional work.

Project Approach

Provide a description of your firm's understanding and approach to providing the general services outlined above. Include a written description of the firm's view of important issues that need to be addressed in a typical project. Include methods and processes, identification of issues, and methods of conflict resolution, if any.

Firm Experience – Related Projects

Provide a description of the firm's technical ability and related experience. Provide a summary of the firm's familiarity with MEAG's power sale structure. Provide a summary of previous related works that the firm has conducted for other MEAG cities, if any. Summary should include:

- a) Description of project.
- b) Services the firm rendered.
- c) Role of individuals and degree of involvement of staff/project team included in this proposal.
- d) Project references (names, titles, addresses and contact information)

Quality Assurance / Quality Control Processes

Describe the firm's procedures for ensuring the accuracy and integrity of its services. Include in particular how issues such as schedule management, cost control, and overall quality assurance / quality control of deliverable items will be addressed. If consultant uses outside support or subcontractors, provide details on how and when these services are utilized.

Describe the equipment, software, tools and technology that would be proposed for use on this project, and indicate how these add value to the services. Indicate experience and with results obtained from these on previous projects.

EVALUATION CRITERIA

EVALUATION OF PROPOSALS AND AWARD

The City/BLW reserves the right to reject any and all proposals submitted in response to this solicitation document to reject any portion thereof, or to waive any minor irregularity or administrative requirement. When evaluating any proposal, the City/BLW may seek clarification from any respondent regarding the contents of its proposal. The City/BLW may elect to invite one or more firms to make a presentation to the City/BLW to supplement the information included in the Proposal submittal.

THE SELECTION PROCESS

1. Evaluation Responsibility:

Representatives of the City/BLW will review and evaluate all proposals.

2. Evaluation of Responses:

Vendor proposals will be evaluated against the specifications as presented in the RFP. A vendor may be eliminated from consideration for failure to comply with one or more of the requirements depending on the critical nature of the requirements.

The committee evaluating the proposals will use a specific set of criteria for evaluating the proposed system. The structure of the evaluation will be to assign points to each response in a number of categories. A non-response answer to a specific category will result in no points being assigned to the vendor for that class. The specific categories used for evaluation and the points that will be assigned for each class are presented on the next page.

EVALUATION CRITERIA

Quality/Format 5%

Is the Proposal complete?

Firm Capabilities / Services 15%

- Breadth of services
- Resources
- Local office
- Percent government work
- In-house vs. subcontract

Project Team Experience 20%

- Substantive experience
- Ability to take on work

Project Approach 15%

- Understanding of scope

Firm Experience - Related Projects 40%

- Previous works for MEAG cities
- Similarities to Marietta Power's project
- References

Quality Assurance/Quality Control 5%

- Schedule management
- Cost Control
- QA Procedures
- Software